TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, OCTOBER 14, 2025
6:00 PM

Doors open to Council Chambers at 5:45 PM for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from executive session.

Members of the public may also participate in the meeting via Zoom Webinar (https://us02web.zoom.us/w/84069679194) with a computer or cell phone.

A. CALL TO ORDER

B. INVOCATION/PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

All citizens and interested parties wishing to speak before the Council regarding non-agenda items or during a public hearing shall fully complete a Speaker Request Form and submit the form(s) to the City Clerk prior to the meeting being convened. Citizens must complete one form for each item they want to address. Speaker Request Forms are located at the entrance of the Council Chambers. For Zoom participants, click the chat button, and enter your name and the item you would like to address. Submissions should be made no later than the Mayor announcing the "Final Call to Submit Speaker Requests". All speakers will be limited to 3 minutes unless otherwise noted by the Mayor. Speakers are not required to disclose their identities or personal information. You may also submit an online speaker request form at https://www.tolleson.az.gov/speakerrequest at least one hour prior to the meeting.

E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring October 2025 as Breast Cancer Awareness Month in the City of Tolleson to raise awareness, support those affected, and encourage education, early detection, and community involvement. – Wendy Jackson, Deputy City Manager/Employee Resources Director

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of September 23, 2025. (City Clerk Department)

2. Approve Claims and Bills Report for the period of September 17, 2025 to October 7, 2025. (Finance Department)

3. Approve Fifth Amendment to the Professional Services Agreement between the City of Tolleson and FSL Home Improvements, dba AllThrive365 HI, for owner-occupied home repair services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the General Funds in the amount of $14,000 from the Housing Services – Housing Rehabilitation Budget to cover project soft costs, including administrative fees and expenses, rehabilitation specialist, labor, and travel mileage. (Human Services Department)

4. Adopt Resolution No. 2622 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the Owner-Occupied Housing Rehabilitation Program, and authorize the Mayor to execute and deliver said Agreement. In June 2025, the City of Tolleson was awarded $425,000 in Community Development Block Grant (CDBG) funds by the Maricopa County Human Services Department. The CDBG funds, along with $130,000 in City funds, will be used to continue offering home repairs through the Housing Rehabilitation Program, providing rehabilitation services for approximately eight eligible owner-occupied housing units. This Agreement shall be effective from November 1, 2025, through November 1, 2027. (Human Services Department)

5. Adopt Resolution No. 2623 of the Mayor and Council of the City of Tolleson, Arizona, authorizing the acquisition of certain real property in the City for public purposes, and authorizing and directing the Mayor, City Manager, and City Attorney to acquire title to Maricopa County Assessor's Parcel No. 102-49-032, located at the northeast corner of 93rd Avenue and Van Buren Street, Tolleson, Arizona, on behalf of the City by

purchase for an amount not to exceed $370,000, plus acquisition and closing costs. (Development Services Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Consideration and approval of the initial Tolleson Alliance Against Substance Abuse (TAASA) Board of Directors appointments. Initial appointments will be staggered to establish continuity, with Group A serving initial one-year terms and Group B serving initial two-year terms. Thereafter, all terms will be for two years with no term limits.
   Group A:
   • 1 member of the Tolleson City Council: Chair of the Board - Vice Mayor Jimmy Davis
   • 1 member of the business community: Wendi Sears, Chief Nursing Officer at Banner Estrella
   • 1 health and/or health services professional: Marlena Pina, Homeless Services Coordinator at City of Avondale
   • 1 educational professional: Dr. Kino Flores
   Group B:
   • 1 member of the Tolleson City Council: Vice Chair of the Board - Council Member Adolfo Gámez
   • 2 Tolleson community representatives: Planning and Zoning Commissioners Miriam Segura and Joe Cortina
   (City Council)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

K. MAYOR AND CITY MANAGER'S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(1) to conduct annual review of the City Manager.

3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding a contract that is the subject of negotiations relating to a nonprofit organization.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

Pursuant to A.R.S. § 38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the members of the Tolleson City Council and to the general public that the Council of the City of Tolleson will hold a meeting open to the public. Council Members of the City of Tolleson will attend by telephone/video conference call.

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom's live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

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Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website (https://zoom.us/)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
    a. Open the Zoom desktop client and sign in
    b. Click the Home tab and then Join
    c. Enter Meeting ID: 840 6967 9194 and enter your full name
    d. Connect audio and/or video and select Join

2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.
    a. Select Join Meeting
    b. Enter Meeting ID: 840 6967 9194
    c. Enter your full name and select Join
    d. Enter your screen name and email address and select Continue

    e. Join Audio with Wi-Fi or Cellular Data

3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
    a. Go to the [Zoom website (https://zoom.us/)](https://zoom.us/)
    b. Enter Meeting ID: 840 6967 9194
    c. Click Open Zoom Meetings or Join (depending on browser)
    d. Enter your full name and click Join Audio by Computer

4. Alternate Option via Telephone with Audio Only:
    a. Dial 253-215-8782
    b. Enter Meeting ID: 840 6967 9194 and press #
    c. Enter Participate ID and press #, or press # to continue

For technical support or questions in accessing the meeting, please email the Information Technology Department (ITsupport@tolleson.az.gov) or call Zoom Support at 888-799-9666.

Posted on October 9, 2025.

Proclamation

Breast Cancer Awareness Month

October 2025

WHEREAS, breast cancer is the most commonly diagnosed cancer among women in the United States, and one in eight women will be diagnosed with breast cancer in her lifetime; and

WHEREAS, although breast cancer affects women most often, men are also at risk and may be diagnosed each year; and

WHEREAS, early detection through regular screenings, mammograms, and self-examinations can save lives, increasing survival rates and improving treatment outcomes; and

WHEREAS, advances in research, treatment, and community awareness have significantly improved the outlook for those diagnosed with breast cancer, yet continued efforts are vital to finding a cure; and

WHEREAS, during Breast Cancer Awareness Month, individuals, businesses, nonprofit organizations, and healthcare providers unite to support patients, survivors, and families affected by breast cancer; and

WHEREAS, the City of Tolleson recognizes the strength, resilience, and courage of those impacted by breast cancer and reaffirms its commitment to promoting education, early detection, and support for research and care.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim October 2025 as Breast Cancer Awareness Month in the City of Tolleson and encourage all residents, businesses, and community organizations to join in activities that raise awareness and support efforts to combat breast cancer.

____
Juan F. Rodriguez, Mayor

ATTEST: ______________________________
Crystal Zamora, City Clerk

Item Number: H.1.

CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of September 23, 2025.
MEETING DATE: October 14, 2025

TO: Mayor and Council
FROM: Crystal Zamora, City Clerk
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The City Clerk Department is requesting the approval of the Regular City Council Meeting Minutes of September 23, 2025.

BACKGROUND:
It is the public policy of the State of Arizona that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Minutes serve a historical purpose, but just as important, they serve a legal purpose, documenting Council's adherence to the proper procedures, city code and state law. The approved minutes are a permanent record.

DISCUSSION:
The minutes provide an outlet for residents to connect with the City of Tolleson in order to stay informed of Mayor and Council's actions, and they are posted on the City's website and filed in the City Clerk's Office. Transcription is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council approve the Regular City Council Meeting Minutes of September 23, 2025.

ATTACHMENTS:
1. 09 23 25 City Council Meeting Minutes

TOLLESON CITY COUNCIL MEETING ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, SEPTEMBER 23, 2025
6:00 PM

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Members of the public may also participate in the meeting via Zoom Webinar (https://us02web.zoom.us/w/84069679194) with a computer or cell phone.

A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:00 PM.

B. INVOCATION/PLEDGE OF ALLEGIANCE

The Invocation was delivered by City Attorney Pierce, and the Pledge of Allegiance was led by Council Member Mendoza.

C. ROLL CALL

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Members Christine Chavira, Clorinda Erives, Adolfo Gámez, Linda Laborin and Cruzita Mendoza.

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Deputy City Manager/Employee Resources Director Wendy Jackson, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, Deputy City Clerk Citlaly Salas, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza and Utilities Director Jamie McCracken.

City Representative: City Attorney Justin Pierce

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring October 5-11, 2025 as Fire Prevention Week in the City of Tolleson, recognizing the 2025 theme "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" and encouraging all residents to learn and practice safe battery use to help protect their homes and community. – Michael Young, Fire Chief

   Mayor Rodriguez proclaimed October 5-11, 2025 as Fire Prevention Week in the City of Tolleson.

2. Proclamation declaring September 15 – October 15, 2025 as Hispanic Heritage Month in the City of Tolleson, recognizing the histories, cultures, and contributions of Hispanic Americans and honoring the City's vibrant Hispanic community, whose heritage and achievements have shaped and continue to shape the spirit, progress, and future of our City. – Wendy Jackson, Deputy City Manager

   Mayor Rodriguez proclaimed September 15 – October 15, 2025 as Hispanic Heritage Month in the City of Tolleson.

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of September 9, 2025. (City Clerk Department)

2. Approve Claims and Bills Report for the period of September 3, 2025 to September 16, 2025. (Finance Department)

3. Approve Fourth Amendment to the Agreement between the City of Tolleson and Tyler Technologies, Inc. for software-as-a-service (SaaS) solutions supporting financial, utility billing, permitting, licensing, and related systems, and authorize the Mayor to execute and deliver said Amendment. The City desires to amend the existing Agreement to extend the term from May 1, 2025 through June 30, 2029, establish renewal pricing in the annual amount of $150,000 for July 1, 2025 through June 30, 2026, and cap annual increases during the renewal term at five percent (5%). (Finance Department)

4. Adopt Resolution No. 2621 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the Hand-in-Hand Program to reduce homelessness, with the City contributing $5,000 for Fiscal Year 2026, and authorizing the Mayor to execute and deliver said Agreement. (Human Services Department)

5. Approve Second Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage for Police and Fire Dispatch Services and Administration, and authorize the City Manager to execute and deliver said Amendment. This item was previously approved on June 24, 2025, but the credit was not included; under this Amendment, the annual fee of $1,337,031 includes a credit of $169,216, for a total of $1,167,815 for FY 2025-2026. (Police Department)

6. Approve the Cooperative Purchasing Agreement between the City of Tolleson and TF Contracting Services LLC for general utility projects related to the City's water and wastewater infrastructure, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed $200,000 for the services. This Agreement shall remain in full force and effect until February 25, 2026. (Utilities Department)

7. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC (an authorized dealer of Caterpillar, Inc.) for heavy equipment parts, accessories, supplies and related services, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed $175,000 for the equipment and services. This Agreement shall remain in full force and effect until October 2, 2026. (Utilities Department)

Consent Agenda items 4. and 7. were pulled for discussion and considered separately.

Council Member Gámez moved to approve Consent Agenda items 1., 2., 3., 5. and 6.; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.
Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

Vice Mayor Davis moved to approve Consent Agenda item 4.; the motion was seconded by Council Member Chavira. The motion carried 7 to 0.
Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

Vice Mayor Davis moved to approve Consent Agenda item 7.; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.
Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny the Cooperative Purchasing Agreement between the City of Tolleson and Kimley-Horn and Associates, Inc. for on-call civil engineering with final engineering design services at Well Site No. 9, including well equipment, storage tank, booster pump station, onsite treatment and ancillary equipment for the City's development of a centralized water treatment plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed $900,000 for the equipment and services. This Agreement shall remain in full force and effect until February 7, 2026. (Development Services and Utilities Departments)

Council Member Gámez moved to approve the Cooperative Purchasing Agreement; the motion was seconded by Council Member Erives. The motion carried 7 to 0.
Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

2. Approve/Deny Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and ASR Construction Group LLC for Job Order Contracting (JOC) Water & Wastewater Treatment and Remote Facilities Projects, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from $1,500,000 to $3,000,000 for additional services. (Utilities Department)

   Council Member Laborin moved to approve the Second Amendment to the Cooperative Purchasing Agreement; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.
   Mayor Rodriguez – Aye
   Vice Mayor Davis – Aye
   Council Member Chavira – Aye
   Council Member Erives – Aye
   Council Member Gámez – Aye
   Council Member Laborin – Aye
   Council Member Mendoza – Aye

J. <u>WORK STUDY AND PRESENTATIONS – FOR DISCUSSION</u>

K. <u>MAYOR AND CITY MANAGER'S REPORT OF CURRENT EVENTS – FOR DISCUSSION</u>

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director

L. <u>ADJOURNMENT</u>

Council Member Gámez moved to adjourn the Regular City Council Meeting at 6:33 PM; the motion was seconded by Council Member Mendoza. The motion carried 7 to 0.
Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye

Council Member Mendoza – Aye

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City of Tolleson

Checks Recorded

Check Dates: September 3, 2025 to September 16, 2025

PAYMENTS OVER $10,000

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	$362,440.44	185707	09/11/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	$150,664.47	101236	09/12/2025
ACHEN-GARDNER CONSTRUCTION LLC	$130,320.47	101234	09/12/2025
REGIONAL PUBLIC TRANS AUTHORITY	$65,353.00	101264	09/12/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$37,042.27	101239	09/12/2025
ASR CONSTRUCTION GROUP LLC	$30,238.80	185702	09/11/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	$29,137.51	101236	09/12/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	$28,940.83	101236	09/12/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	$24,847.90	101240	09/12/2025
INDUSTRIAL COMMISSION OF ARIZONA	$23,075.26	185794	09/15/2025
MARICOPA COUNTY SHERIFF'S OFFICE	$22,952.09	185740	09/11/2025
GHD INC	$22,431.00	101223	09/09/2025
CAPITAL PUMP & EQUIPMENT LLC	$21,763.40	101195	09/05/2025
FELIX CONSTRUCTION COMPANY	$17,180.61	185727	09/11/2025
KIMLEY-HORN AND ASSOCIATES, INC.	$16,140.06	101201	09/05/2025
ACHEN-GARDNER CONSTRUCTION LLC	$15,325.00	101234	09/12/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	$13,178.00	185771	09/15/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	$13,178.00	185771	09/15/2025
LION FIRST RESPONDER PPE INC	$12,187.20	101267	09/16/2025
RH BORDEN AND COMPANY LLC	$11,796.00	101230	09/09/2025
WEST VALLEY ARTS COUNCIL	$10,000.00	185768	09/11/2025

Post-Production File

City of Tolleson

City Council Meeting Minutes

September 23, 2025

Transcription Provided By:

eScribers, LLC

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Transcription is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings.

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RODRIGUEZ: All right. Recording in progress. My favorite saying. All right. Good evening, everyone. I am Mayor Juan Rodriguez. Today is September 23rd, and I would like to call this City Council meeting to order. The first order of business is our invocation and our pledge of allegiance, so I'll ask our city attorney to do our invocation. And then Council Member Mendoza will please lead us in the Pledge of Allegiance.

PIERCE: Our dear, beloved Heavenly Father, we're grateful to be gathered together this evening. We're grateful for the opportunity to self-govern in this free country of ours. We're grateful for this time of year, and we're grateful for this great council and for those that serve this community. We're mindful, Father, that there have been a couple of families who have lost loved ones from our community here, the Leyva family as well as the Lara family. The Leyva family being the father of our dear former council member, Lupe Bandin.

And we pray for peace and comfort to their families and for all of those whose lives they touched. We also pray at this time that we will continue to be examples of peacemaking in our community and in the world as we know, Father, there needs to be more peacemakers here. And we pray for a blessing on this council to be able to make wise decisions and be thoughtful as they support this wonderful community. We pray for those that also protect us and keep us safe, and we pray for these things at this time. Father, we do so in the name of Jesus Christ. Amen.

ALL COUNCIL MEMBERS: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands. One nation, under God, indivisible, with liberty and justice for all.

RODRIGUEZ: I thank you both. We're going to move on to roll call. City Clerk, please let the record reflect that all council members are present today. This is the final call to submit speaker requests. So now is the final call to submit speaker request to the City Council. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to one, response to criticism; two, direct staff to review the matter; or three, asking that a matter be put on a future agenda. I don't see any speaker requests for agenda items. Okay.

So we're going to move on to call to the public. This is for non-agenda action items. It is now called to the public for non-agenda items. We do have one submission. I believe our guest for the evening is Giovanni Cardiel (phonetic). Did I say that right? Okay, Giovanni if you can -- you got -- and City Clerk, I believe they've got three minutes, and then you're going to give them 30 seconds notice?

SALAS: I give them 30 seconds. Yeah.

RODRIGUEZ: Good evening.

CARDIEL: Yeah. My name Giovanni Cardiel. (Indiscernible) right down the road. I do come here today to City Council because I do want to speak. I am (indiscernible) and as someone who lives here, is not a very well (indiscernible). I did the math. I've done this before. I've had one or two hours to reach a local convenience store, and something my parents brought up to me is that Old Tolleson, as the city grows, the old services are located around Old Tolleson are just not expansive enough to cover all of the city.
And as someone who lives, of course, out there, I've experienced this firsthand. It's not like there's a lot to do in the city. As some of my friends have told me, the people I've talked to have told me, the city needs a lot more expansion and YMCA's after school activities, girls and boys clubs, things like that. Just building outside of into New Tolleson, so people like me, my family, and people who live around there can experience the city because I love the city. Thank you.

RODRIGUEZ: Just going to add that 83rd Avenue and Hurley, I believe technically is part of Phoenix, but that doesn't mean that we don't love you guys. That just means you're an extension of where we're at. So whether it's Phoenix, Avondale, or Tolleson and even Glendale on the north side, we all kind of grow into each other. So yeah, we'll take it into consideration. Walkable cities and more activities. Absolutely. Whatever we can do. We'll definitely look into it. But thank you for your time.

DAVIS: Can I say something? The councilwoman who represents that area is Anna Hernandez, so I would reach out to her office.

RODRIGUEZ: Thanks again for coming up. Appreciate it.

CARDIEL: Thank you.

RODRIGUEZ: Okay, we're going to go to scheduled public appearances and proclamations. Item number one, we have a proclamation declaring October 5th through the 11th, 2025, as Fire Prevention Week in the City of Tolleson, recognizing the 2025 theme; charge into Fire Safety lithium ion batteries in your home, and encouraging all residents to learn and practice safe battery use to help protect their homes and community. I'm going to turn it over to our Fire Chief Young, and I believe we do have a proclamation ready to go.

YOUNG: Thank you, Mayor Rodriguez, Vice Mayor Davis, and members of council. Mayor Rodriguez mentioned Fire Prevention Week this year is observed October 5th through the 11th, and this year's theme is charging the fire safety, lithium ion batteries in your home. As you know that we are starting to use lithium ion batteries every single day in phones, laptops, e-bikes, power tools, and even toys. They're powerful. They're convenient, but if damaged or misused, they can easily cause a fire and even explode. That's why the Tolleson Fire Department is joining the National Fire Protection Association and urging residents to follow three simple steps and they're: buy safely, charge carefully, and recycle responsibly.

So we want people and residents to buy only devices with safety certifications on them. Charge using the proper cords on hard surfaces. Do not charge on, like, a bed or a couch. And we want to make sure that people recycle their batteries at proper drop off locations. And some of those would be Lowe's, Best Buy and Home Depot. They have a program called Call to Recycle. It's a very easy program, and it's probably the most simplest for residents to use. So we want our community to be informed and protected, and that's what Fire Week Fire Prevention Week is all about.

And I also want to take this time to thank all of you guys for keeping our community safe, the support that you provide, not only us as the firefighters and the fire department, public safety, which allows us to keep our community safe as well. Thank you.

RODRIGUEZ: Thank you, Chief Young. I think it's -- and all council members probably agree -- that I think you should go the opposite way. If there's anybody that should be thanked for their services is yourself and all the firemen and women that keep our city safe along with the police department. So thank you. So with that, and thanks for sharing that with us. Now, therefore, I, Mayor Juan Rodriguez, do hereby proclaim October 5th through the 11th, 2025, as Fire Prevention Week in the City of Tolleson. Be it proclaimed and (indiscernible) by fire service personnel to come on up and strike a pose. Give that fireman smile. There you go, chief, and we'll stand behind you guys. You guys got to stand in the front. You guys are too tall. If you stand up here, you guys block us out. And then there we go.

RODRIGUEZ: No rabbit ears.

MENDOZA: He needs to turn that around. Yeah. All right? No.

ERIVES: They smell so good.

RODRIGUEZ: Awesome. Thanks.

ERIVES: Batteries. Get it? Cheese!

RODRIGUEZ: No, thank you. You guys be safe out there. Yeah. Take care.

ERIVES: Thank you guys. Yeah. Did you see the picture? Yeah, because I was behind Mike and he wasn't going to see me. I had to move. Thank you so much. Thank you. Buy that guy a shirt.

RODRIGUEZ: Can you remind the guy with the Avondale hat that Tolleson 41 to 0. Okay. Item number two. Proclamation declaring September 15th through October 15th of 2025 as Hispanic Heritage Month in the City of Tolleson, recognizing the history, culture, and contributions of Hispanic Americans in honoring the city, the city's vibrant Hispanic community whose heritage and achievements have shaped and continue to shape the spirit, progress, and future of our city. With that, I'd like to call Deputy City Manager Sinawi, who will share some words with us. Nice shirt, by the way.

SINAWI: Thank you. Thank you, Mayor. Members of council. It's a privilege to stand before you today as we recognize Hispanic Heritage Month here in the City of Tolleson from September 15th through October 15th. This proclamation is more than words on paper. It's a celebration of histories, cultures, and contributions of Hispanic Americans who have shaped our community and continue to strengthen its future. For me, this is personal. My family is from Jalisco, Mexico, and I am a proud to be a first generation American. Like many families in Tolleson, my parents, my siblings and I worked in the fields as farm workers. Those experiences taught us resilience, perseverance, and the value of hard work.

Tolleson itself has deep agricultural roots. At one time, our city was known as the vegetable center of the world. It was the labor and sacrifice of farm working families that built the foundation of this city. They not only helped feed our state, our nation, but the whole entire world, and also created a strong, close knit community where neighbors support one another and where traditions and culture are preserved.

But the Tolleson families contributed far beyond the fields. They also stood up for justice and equality.

In 1951, Mexican American families in Tolleson came together in the landmark case of Gonzalez versus Sheely to fight against segregated schools. Families such as Porfirio Gonzalez, father of Gloria and Mary Ellen, and Faustino Curiel, father of Faustino Jr. and Dora had the courage to stand up and say our children deserved the same education as any other child. Alongside hundreds of other parents, they organized, they spoke out and they won. Their efforts ended segregation in Tolleson schools, opening the doors of equal opportunity for future generations.

This is the legacy that we honor during Hispanic Heritage Month, a legacy of hard work in the fields of courage, in the courts, and of the community in every sense of the word. The stories of our parents and grandparents remind us that our diversity is our strength, and that our voices, when joined together, can create lasting change. On behalf of the City of Tolleson, I'm proud to celebrate Hispanic Heritage Month and to recognize the vibrant community that has helped make Tolleson what it is today.

Thank you.

RODRIGUEZ: Very well said. Very representative of who we are as a community. That was beautiful. I don't know why she said she's got to sit. She's got to hold this and take a picture. But on that street, you got to show it off. But before you do, now there -- by the way, Jalisco is a great state. It's right next to the best state in Mexico, which is

Zacatecas.

SINAWI: Where my family is from.

RODRIGUEZ: Right down the street. I, Mayor Juan Rodriguez, do hereby proclaim September 15th through October 15th, 2025 as Hispanic Heritage Month in the City of Tolleson. And again very well done, be it proclaimed.

SINAWI: All about, right? Yeah, it's about our community. It's about everybody. You guys, come on.

DAVIS: I almost grabbed mine, too.

RODRIGUEZ: I know, so close. How's the tall guy going to stand in front of me?

CHAVIRA: Come on, Cheryl, we're one family. Come on, guys.

ERIVES: Where's Giovanni? The young man who came to speak?

[CROSS TALK]

ERIVES: Oh no, she's rolling.

RODRIGUEZ: You got a lowrider, nice.

ERIVES: How do you spell cheese? That was your joke. How do you spell? Cheese. And you said K-R-A-F-T?

GAMEZ: Okay. So that was fun. That was. I'll never forget that. Never. How do you spell cheese? K-R-A-F-T.

ERIVES: What?

GAMEZ: That was cool. Okay.

RODRIGUEZ: Back to the agenda. Action G. Business from the floor. Public hearings and action items. We don't have any, so we're going to move to H, consent agenda action items. Mr. Davis, what's going on?

DAVIS: I would like to pull item four from the consent agenda for further discussion and more information.

RODRIGUEZ: So what we'll do is we will make a -- I'll entertain a motion to adopt all of them, with the exception of four at this time.

GAMEZ: I'd also like to pull number seven. I have a question on that.

RODRIGUEZ: Okay. So number four and number seven have been pulled. Do I have a motion to approve all of the consent agenda items other than item four and seven?

LABORIN: I'll second.

RODRIGUEZ: We have a second by Councilwoman Linda Laborin. All those in favor, please signify by saying aye.

ALL COUNCIL MEMBERS: Aye.

RODRIGUEZ: All right, motion passes now we'll circle back and we will take action on each motion. Number four and number seven separately. Staff, who wants to speak on item number four? Chief Good or Mr. Good?

GOOD: Good evening, Mayor, Members of council. At the request of Vice Mayor, we'd like to kind of update you on what was going on with the Hand in Hand program. Originally, they had agreed to provide service at a certain level, and later they realized they were not able to provide that that entire service. We were originally going to provide them with $25,000 in the IGA. Based on the diminished level of service that we would be receiving, we have reduced that amount to $5,000. We will have another $20,000 that would have gone to them available for other services for homeless needs, and I'd be happy to answer any questions.

DAVIS: Can you just break down what that service is going to look like that they are going to be providing?

GOOD: Yes. But mayor, Vice Mayor, they will now be at located at Tolleson Police Department on Wednesday and Friday from 12:00 to 3:00. So they will be in the police station, but they will also be driving the area Monday, Wednesday, and Friday and available at any time within 24 hours for referrals under the new terms of the agreement.

DAVIS: So if an officer or a firefighter --

RODRIGUEZ: Public safety officer.

DAVIS: Public safety officer, that's the words I'm looking for. If they make contact with the homeless person, we can contact this agency and they'll come and try to give a referral and get them services?

GOOD: Yes, that's correct. And I wanted to mention something that we had talked about in some of our council briefings, and that was that the data showed that they had made 18 referrals, but that number is kind of misleading because that is each referral is when they're providing services to people, and they're finding shelter for them at Community Bridges or some other facility providing other types of financial assistance to them. The majority of the people with whom we come in -- or they come into contact, RPD or even through Hand in Hand, do not wish to receive those services. So the number 18 doesn't sound like a lot. Chief Mendoza is able to speak to more possibly of a better number than that, so it's definitely higher than 18, but that's the only people that wanted to receive the services.

There's conditions that go with services. When they go into a facility, they can't smoke, they can't drink, they can't use any substances, they have curfews. There's a lot of things that are -- they can't do whatever they want to do when they're out on the street, and so a lot of them choose not to go into those facilities for those reasons and for many others.

RODRIGUEZ: Council, any other questions? We have a question, Councilwoman Erives?

ERIVES: Chief, when you say 18 referrals, are you saying within a six month period of time? Are you saying just within the month?

GOOD: That was that was over a year period.

ERIVES: One year, 18?

GOOD: Yes, ma'am.

ERIVES: Okay. Thank you. Thank you. Point of clarification.

RODRIGUEZ: Council, other questions or comments?

DAVIS: I will say like when, you know, these organizations are building, they have to build rapport with these individuals because, you know, a lot of times they're resistant at first, and sometimes it takes a really long time to get somebody to accept a referral for services.

GOOD: And as you mentioned, our public safety officials do come into contact with them every day, but there's just a limited number of people that actually want to take advantage of the services that are available to them.

BABCHUK: Yeah. Real quick. My light is flashing on and off, so I'm trying to catch it when it's green. So the theory behind having them at the -- what's that?

RODRIGUEZ: Probably the lithium battery.

BABCHUK: Yeah. Yeah. I'm going to call the fire department. The reason why we wanted them at the police department is we wanted that face-to-face interaction. To your point, Vice Mayor, not only having the rapport with people who they come into contact with, but having a rapport with the police officers also, and the police officers having rapport with them. When they start building that relationship, they're going to start communicating. I see this going as like a, you know, a two way communication like, hey, we located these people, we talked to them, and then hand the baton off to them. Or maybe they want us to go with them because, you know, the subject might have like, violence potential or whatever. So they they'll be able to ask for officers, you know, by name, like, hey, can you come down here and assist?

So that was the theory behind having them. The three hours or before it was eight hours. The intent wasn't for them to just stay ever to just stay at the Department. It was just so that they can establish that kind of face-to-face contact and then go back out on the road.

RODRIGUEZ: I think it's a great program. I wish it was eight hours, even if it was a regional service that would service other cities. The home hub would be the City of Tolleson. However, it's not. So they changed what they needed to do. So we changed what we needed to do as far as compensation. I think it's still a very good program, and it holds its own merit to be held here in the city, and it's another resource that we can offer folks who are struggling in life to get themselves back in a better position. So with that, go ahead.

DAVIS: I think it's a great starting point. You know, we have to start somewhere, so it's a good place to start. So I'll make a motion to approve.

RODRIGUEZ: Okay. We have a motion to adopt Resolution Number 2621. Do we?

ERIVES: Second.

RODRIGUEZ: Okay. We have a second City Clerk. Take your choice. Who is it?

Councilwoman Chavira one. Okay. Sorry. All those in favor, please signify by saying aye.

ALL COUNCIL MEMBERS: Aye.

RODRIGUEZ: All those opposed? All right. Thank you very much. Item number four has been approved.

GOOD: Mayor, one last thing to mention is that they will provide monthly reporting to us, so we will be monitoring it very closely. And in the event that the numbers go up or go down or there are other needs, then we will renegotiate the IGA for following year.

RODRIGUEZ: Thank you very much, Chief Good. So we're going to move on to item number seven, which was to approve the cooperative purchase agreement between the City of Tolleson and Empire Southwest, LLC. You're going to address this?

MCCRACKEN: Yes. Thank you, Mayor and Vice Mayor, members of council. And I was coming up here anyways for a couple other items, so I figured I'd just walk up here already if that's all right. So this request is to purchase a new backhoe for our water distribution crew. The current one, I'm told, is closer to 30 years old. It's aging, some of the controls are getting a little bit loose and become kind of a safety issue, and so we're hoping to get a new replacement for that unit.

GAMEZ: That's to answer my question. In terms of what we talked about at the update, that we're going to replace it, and I didn't know if it was in working condition or not. And my idea again, came up to me, said, well, Rocky Point Sister Cities, could they use a backhoe? Maybe it doesn't meet the standards that we have in the State. Their standards may be no standards, as long as it works. We've given them before, stuff like that. We've given them jaws of life. They work. They use them. And not enough to do it or not. But I'm saying, is it a possibility that maybe they could use something like this? That's the question. That's why I raised it.

MCCRACKEN: I think it's a consideration, Council Member that we can evaluate and we can work with our fleet department and possibly evaluate the piece of equipment because back when I was working with field operations and oversaw fleets, sometimes we don't get very much at all at auction for the equipment. So sometimes there might be a much more beneficial use if there's a possibility to donate, but we would have to do a full evaluation, I think, to probably make sure that everything's safe before we send it down, and so that's a little bit of useful life.

GAMEZ: I think if they could use it, that'd be great. I don't know if everybody agrees, but I think we --

RODRIGUEZ: I think it's a good idea.

ERIVES: That's right.

RODRIGUEZ: So it's worth looking into at the minimum. You know, I know there's probably legal considerations and our relationship and fleet stuff, but at a minimum, if it's got more usable life, maybe not here in Tolleson, but somewhere else that can benefit from it; why not? Randy, you had a question?

BABCHUK: Thank you, Mayor, Members of the Council. We'll definitely take a look at it and just make sure that the tires and everything are good. We'll have to do an assessment, and we just don't want to give something to them that's A; not going to work, or B; not going to fit what they need.

GAMEZ: It's 30 years old.

BABCHUK: So making sure that they there's parts out there for it, so we'll definitely have to take a look at that, and then we can get a report back to you guys.

RODRIGUEZ: And with that, we still have item number seven laying out there. So I will entertain a motion to approve or deny. We have a motion by Vice Mayor Davis. We have a second by Council Member Gomez. All those in favor of approving item number seven, please signify by saying aye.

ALL COUNCIL MEMBERS: Aye.

RODRIGUEZ: All those opposed? All right. Motion passes. We're moving on to -- thank you, sir. We're going to move on to regular -- Well, I don't think you're going anywhere.

GAMEZ: Maybe he has other stuff?

RODRIGUEZ: Got a couple regular agenda action items. Item number one is to approve or deny the cooperative purchase agreement between the City of Tolleson and Kimley-Horn and Associates, Incorporated, for on-call civil engineering with final engineering design services at well site number nine, including well equipment, storage tank, booster pump stations, on site treatment, and ancillary equipment for the city's development of a centralized water treatment plant, and authorize the City Manager to execute and deliver agreement. The City shall pay the contractor an annual aggregate amount not to exceed 900,000 for the equipment and services. This agreement shall remain in full force and effect until February 7th, 2026. So a little bit less than a year. Utility Director McCracken, you have the floor.

MCCRACKEN: Mayor, Vice Mayor, members of council. So this request for funding approval is for our well, number nine. It's a well that's been previously drilled, and we just need to equip it, provide a little bit of storage on site, some piping, the motor, the pump itself, and so that we could actually put this into production and add it to our supply. So the request for this would actually be to design, complete design, on the well, and then we would tie it into -- the goal would be to tie it into our future water treatment plant so that it could have a central treatment site. This project is also tied to our 595 program that was approved by Congressman Stanton, as well as the Corps of Engineers. So we're looking to --

RODRIGUEZ: Federal funding tied to it. Awesome. I think it's great for all the things that you mentioned, but also because eventually we want to be self-sufficient when it comes to our water, and this is a great step in that direction. So council, any questions or comments? No? All right. Well, with that, I will entertain the motion.

GAMEZ: So moved.

RODRIGUEZ: We have a motion from Councilman Gomez.

ERIVES: Second.

RODRIGUEZ: We have a second from Councilwoman Erives. All those in favor, please signify by saying aye.

ALL COUNCIL MEMBERS: Aye.

RODRIGUEZ: All those opposed? So moved. Thank you sir. We're going to go on to item number two, which I'm assuming that's yours too. Man, you're just spending all of our money today. All right. Approve or deny second amendment to the cooperative purchase agreement between the City of Tolleson and ASR Construction Group, LLC, for job order contractors (JOC), water and wastewater treatment and remote facility projects. And authorizes the City Manager to execute and deliver said agreement. The city desires to -- the city desires to amend the existing agreement to increase -- you would think they would make these letters a little bigger, huh? Agreement to increase -- once I turned 50, that should have been the same annual aggregate amount from 1.5 million to 3 million for additional services. Utility Director McCracken, you have the floor again.

MCCRACKEN: Thank you again. Mayor. Vice Mayor, members of council. So this request is to increase our procurement limit with ASR Construction. ASR Construction has been on JOC contract with us, the wastewater plant. They've done great work for us the last couple of years, and we have an upcoming project at our lift station 20. Our lift station 20 is -- it's been in need of a rehab for a little while, and it's been -- we've been kind of limping it along and we -- so what we did was we had an engineer do a full design on a rehab, make sure we're doing everything correctly, and the design is now complete, and we'd like to move forward into the construction phase of that rehab rehabilitation at that site. And so we believe that with ASR on contract, they'd be a great vendor to continue doing their good work for us and complete this project at a decent price for us as well.

RODRIGUEZ: Questions? Well, it sounds like they're, first, familiar with our project. They're familiar with everything that we have out there. So you're right, it would make a really good fit. So with that, I will entertain a motion. Okay. I got a motion from Councilwoman Laborin. A second from Council Member Davis. All those in favor to approve, please signify by saying aye.

ALL COUNCIL MEMBERS: Aye.

RODRIGUEZ: Those opposed? Not hearing any. Motion passes unanimously. Congratulations.

MCCRACKEN: All right. Thank you all again.

RODRIGUEZ: Item J, we have work study presentation. Not seen any. I have item K, Mayor and City Manager report of current events. Before we go to you, Randy, just we have our Tolleson Talks coming up September 25th. For those of you that are not familiar, Tolleson Talks is where we as a council meet with the community, different places in our community to talk about city services and activities coming up down the road and of course, solicit feedback, and so we've gotten pretty good feedback. A lot of the council members have been present, listened directly to the community, and we've had some pretty good ideas that have manifested itself into better services for the city. Also, while I'm on that -- so it's going to be September 25th from 5:00 to 6:00 p.m., and I believe this one's going to be at El Papas. So really good food, really good atmosphere. Come on out and enjoy, and then Little Caesars, if you guys didn't know my (indiscernible) is opening up a restaurant here, it sells really good pizzas at a really good price. That's right.

ERIVES: Pizza.

RODRIGUEZ: Pizza's pizzas. Yeah. So this Saturday, I believe. Saturday? Noon is going to be the ceremony, and they're going to meet from 10:00 a.m. to 1:00 p.m., but at noon, they're going to have a grand opening ceremony. It's open to the public, and I believe some folks can get free pizzas for a whole year.

ERIVES: First 100.

RODRIGUEZ: If you don't have a hatred for carbs, this might be a good opportunity for you. I'll be there because I think it's cool. But of course, the entire community is welcome to come on out. Staff, come and enjoy a slice, if not many slices throughout the year. Okay. Randy, you're up.

BABCHUK: Thank you. Mayor, Vice Mayor, members of the council, I'd like to update you on some events that we've had and some events that are coming up. This past Friday, we had our first to kick off the year, First Friday. It was a great event. We had a lot of attendance, community members that attended. Thank you, Council Members who showed up. I mean, it's always great to see you and community loves to ask you guys questions. It was a good time had by all. There was one particular dance group, Ballet Folklorico Performance Cochito Dance Project, that really stole the show. They were just very professional and just hearing the comments in the crowd that they loved the interaction with the crowd and how professional they were. It was amazing. So that really kind of hit home with us, because we do want these events to be community home based, and it just seems like they've been waiting for our third Fridays to, to start. So it was a really good one to kick off the year. And then our next one will be October 17th, and that'll be part of our trunk or treat at the place again, starting at 6:00 p.m. We have Elijah Ezekiel de Los Conjunto AddictZ for live entertainment, and we have, I think, three different car clubs already signed up for it to be part of that. That shows.

RODRIGUEZ: Candy?

BABCHUK: Yep, yep. Everyone. Everyone knows to bring candy. October 10th, we'll have our annual Tolleson Golf Classic. That's our signature fundraiser for our home programs. So we'll be having that October 10th at Falcon Dunes, and we still have some time to register some teams. If you guys know any, let them know to contact Parks and Rec, and we can get them registered.

RODRIGUEZ: And then I think you're really doing a good job of explaining First Friday, but I got to be honest with you, I think out of all the ones that we've had over the last year, this is our second year going into it, I believe.

BABCHUK: Yeah.

RODRIGUEZ: It was the best attended. I mean, you could feel the energy in the crowd. They really enjoyed being there, and you're right, the entertainment was top class. The music was really good. I wish you could have got more dancers out there, but you know, maybe we need some people to go out there and, you know, get them to go out there and dance. The food vendors were awesome. I don't know how many pupusas I had, but I had some the next morning because I took some home. So you guys are doing an amazing job, and it's not -- it's not just Randy. I think Randy will be the first to tell you. Our Public Works Department is going around and cleaning up the ground, setting up the booths. The sound system folks are out there putting up the speakers, the tents. It is an all hands on deck approach. And when you do things like that, with that much effort, the community appreciates it, and they come out and they show their love, and they sure enough, did last Friday. So really, really good job to everybody.

BABCHUK: Absolutely, mayor. I mean, we have a great team and it just doesn't stop with Parks and Rec and you know, field ops, but everyone has a hand in it. Police was there. Senior Center was there. We had a lot of people coming out and just supporting us. So thank you guys for that. We appreciate that. We'll wrap up the month of October on October 25th with our Pride Day Community Cleanup. So we've identified five homes for the yard's alleyways again, and then we're working on a few more homes with Ken. So we're on our way, and we've gotten a few volunteers, a lot from the school. So we'll be -- if you guys know of anyone that wants to volunteer, send them our way and we'll get them registered as well, and that's it.

RODRIGUEZ: Vice Mayor and City Manager, and I know some of us still have to go vote. I think the location closes tonight at 7:00, so I'm going to get us out of here. So if you have your ballot at home or if you got to walk over, you can still do so. I will entertain a motion to adjourn this meeting.

GAMEZ: So moved.

MAYOR RODRIGUEZ: We have a motion from Council Member Gomez. Second, we have a second from Council Member Mendoza, I believe.

MENDOZA: Yes.

RODRIGUEZ: Okay. All those in favor, please signify by saying aye.

ALL COUNCIL MEMBERS: Aye.

RODRIGUEZ: I approve. You guys all have a wonderful evening.

APPROVED:

____
JUAN F. RODRIGUEZ, MAYOR

ATTEST:

____
CITLALY SALAS, DEPUTY CITY CLERK

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON SEPTEMBER 23, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

____
CITLALY SALAS, DEPUTY CITY CLERK

CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of September 17, 2025 to October 7, 2025
MEETING DATE: October 14, 2025

TO: Mayor and Council
FROM: Kevin Artz, Chief Financial Officer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Finance Department is requesting the approval of Claims and Bills Report for the period of September 17, 2025 to October 7, 2025.

BACKGROUND:
Each Council Meeting, the Finance Department shall prepare a list of all claims paid by the City. The list shall be reviewed and approved when required by the Council, and a copy of it shall be included in the minutes.

DISCUSSION:
The Claims and Bills Report includes vendor payments of $10,000 or more for the period noted above.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council approve the Claims and Bills Report.

ATTACHMENTS:
1. 09 17 25 to 10 07 25 Claims and Bills Report

City of Tolleson
Checks Recorded
Check Dates: September 17, 2025 to October 7, 2025
PAYMENTS OVER $10,000

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	$367,129.68	185946	10/7/2025
CDW-GOVERNMENT INC	$120,916.40	101278	9/19/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	$55,065.65	185943	10/7/2025
WHITE TANK MOUNTAINS CONSERVANCY	$50,000.00	185837	9/22/2025
ADAPTIVE ARCHITECTS INC	$47,529.00	185833	9/22/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	$45,339.24	185943	10/7/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$36,147.08	101323	9/26/2025
SOLENIS LLC	$33,470.64	101329	9/26/2025
LYFT, INC.	$29,087.25	101288	9/19/2025
ARIZONA COMMERCIAL DIVING SERVICES INC	$25,640.00	185839	9/24/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	$24,858.97	101324	9/26/2025
WACO LLC	$23,593.19	185832	9/18/2025
PROFESSIONAL PIPING SYSTEMS LLC	$21,404.57	185866	9/24/2025
ASR CONSTRUCTION GROUP LLC	$20,878.77	185905	10/1/2025
WASTE CONNECTIONS OF ARIZONA	$20,055.66	185836	9/22/2025
TERRACON CONSULTANTS INC	$19,812.43	101293	9/19/2025
THE BELTING COMPANY OF CINCINNATI	$17,416.09	185894	9/25/2025
HILL BROTHERS CHEMICAL CO.	$16,453.29	185958	10/7/2025
HILL BROTHERS CHEMICAL CO.	$15,717.12	185859	9/24/2025
ALL ABOUT ROOFING LLC	$14,000.00	185903	10/1/2025
ALL ABOUT ROOFING LLC	$14,000.00	185903	10/1/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	$13,778.00	185944	10/7/2025
GRISWOLD INDUSTRIES	$12,415.53	101285	9/19/2025
PUMP PROS INTERNATIONAL CORPORATION	$12,365.33	101362	10/2/2025
WEST YOST & ASSOCIATES INC	$11,505.75	101366	10/2/2025
LEA-ARCHITECTS LLC	$11,297.99	185807	9/18/2025
WEST TECH LLC	$11,066.27	185891	9/24/2025
WACO LLC	$10,490.70	185890	9/24/2025
CITY OF TOLLESON-MEDICAL	$10,301.96	101280	9/19/2025
VAN LOON INDUSTRIES	$10,157.89	185936	10/1/2025

CITY COUNCIL REPORT

SUBJECT: Fifth Amendment to FSL Home Improvements Professional Services Agreement
MEETING DATE: October 14, 2025

TO: Mayor and Council
FROM: Noel Schaus, Housing Revitalization Manager
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Human Services Department is requesting approval of the Fifth Amendment to the Professional Services Agreement between the City of Tolleson and FSL Home Improvements dba AllThrive365 HI for the implementation and administration of owner-occupied home repair services.

BACKGROUND:
The City of Tolleson originally entered into a Professional Services Agreement with FSL Home Improvements on September 13, 2022, for the HS 22-01 Housing Rehabilitation Services Program. The Agreement, as amended, supports the City's efforts to provide essential home repair services to eligible owner-occupied households.

The parties now desire to amend the Agreement to provide additional funding to ensure successful program completion.

DISCUSSION:
It is requested that $14,000 of City General Funds (allocated from the Housing Services – Housing Rehabilitation budget) be added to the existing Agreement with FSL (AllThrive365). The remaining ARPA funds are anticipated to be needed for the hard costs of the final project; therefore, City funds are proposed to cover project soft costs, including administrative fees, rehabilitation specialist labor, mileage, and related expenses.

Under the terms of the Agreement, FSL bills only for actual expenses incurred, and any unused funds will not be paid out. All other provisions of the Agreement remain unchanged.

BUDGET IMPACT:
This Amendment increases the City's General Fund allocation to the Agreement by $14,000, from the Housing Services – Housing Rehabilitation budget, to cover project soft costs.

RECOMMENDATION:
Staff recommends approval of the Fifth Amendment to the Professional Services Agreement between the City of Tolleson and FSL Home Improvements dba AllThrive365 HI.

ATTACHMENTS:
1. 10 14 25 HS - Fifth Amendment to PSA - FSL Home Improvements - End Date 09 01 26

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF TOLLESON
AND
FSL HOME IMPROVEMENTS dba ALLTHRIVE365 HI

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT (this "Fifth Amendment") between the CITY OF TOLLESON, an Arizona municipal corporation (the "City") and FSL HOME IMPROVEMENTS, an Arizona non-profit corporation dba ALLTHRIVE365 HI (the "Vendor"), (collectively, the "parties"), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~.

RECITALS

A. WHEREAS, The City and the Vendor entered into a Professional Services Agreement on September 13, 2022, as amended, (collectively, the "Agreement", the terms of which are incorporated herein by reference), relating to the HS 22-01 Housing Rehabilitation Services Program for the implementation and administration of owner-occupied home repair services ("Services");

B. WHEREAS, the parties desire to amend this Agreement to increase the City's General Funds from the Housing Services – Housing Rehabilitation Budget.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. **The City shall increase the general funds in the amount of $14,000.00 to cover project soft costs, including administrative fees and expenses, rehabilitation specialist, labor and travel mileage.**

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Fifth Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

4. Conflict of Interest. This Fifth Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date and year last set forth below.

“**City**”

CITY OF TOLLESON,
an Arizona municipal corporation

______________________________ ______________________

Reyes Medrano, Jr., City Manager Date

ATTEST:

____

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

____

Justin S. Pierce, City Attorney

“**Vendor**”

FSL HOME IMPROVEMENTS,
an Arizona non-profit corporation dba ALLTHRIVE365 HI

By: Charnise Moore 09/29/2025

Name: Charnise Moore Date

Title: Chief Program Officer

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2622 - Maricopa County Intergovernmental Agreement for Community Development Block Grant Funds
MEETING DATE: October 14, 2025

TO: Mayor and Council
FROM: Noel Schaus, Housing Revitalization Manager
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Human Services Department is requesting approval of Resolution No. 2622, authorizing the City to enter into an Intergovernmental Agreement (IGA) with Maricopa County, administered by its Human Services Department, for the Owner-Occupied Housing Rehabilitation Program.

BACKGROUND:
The City of Tolleson has historically partnered with Maricopa County to provide rehabilitation services for eligible owner-occupied homes through Community Development Block Grant (CDBG) funding. These efforts support the City's mission to provide safe and decent housing conditions for income-eligible households within Tolleson's redevelopment area.

DISCUSSION:
In June 2025, the City of Tolleson was awarded $425,000 in Community Development Block Grant (CDBG) funds by the Maricopa County Human Services Department, which along with $130,000 in City funds will be used to continue offering home repairs through the Housing Rehabilitation Program, providing rehabilitation services for approximately eight eligible owner-occupied housing units.

The Agreement shall be effective from November 1, 2025, through November 1, 2027. The program ensures that necessary home repairs are delivered to income-qualified households, improving housing safety and quality of life for Tolleson residents.

BUDGET IMPACT:
The program is funded by $425,000 in CDBG funds awarded to the City, supplemented by $130,000 in City funds allocated to the Housing Rehabilitation Program budget.

RECOMMENDATION:
Staff recommends approval of Resolution No. 2622 authorizing the Intergovernmental Agreement between the City of Tolleson and Maricopa County Human Services Department for the Owner-Occupied Housing Rehabilitation Program.

ATTACHMENTS:
1. Res 2622 Maricopa County IGA for CDBG Funds for Home Repair or Rehabilitation Services 10 14 25

RESOLUTION NO. 2622

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Tolleson has determined it is in the best interest of its residents to provide decent housing and a suitable living environment for income-eligible households; and

WHEREAS, Maricopa County, through its Human Services Department, receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Tolleson has been awarded $425,000 in CDBG funds through Maricopa County to provide rehabilitation services for approximately eight eligible owner-occupied housing units from November 1, 2025, through November 1, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the Owner-Occupied Housing Rehabilitation Program is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of October, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ______________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2622

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF TOLLESON

Contract Number: ____________________
Contract Amount: $425,000
Contract Start Date: November 1, 2025
Contract Termination Date: November 1, 2027
ALN Number: 14.218 – Community Development Block Grant
UEI No.: ZCKJW4NFBEE6

This Intergovernmental Agreement (“Agreement”) is entered into between the City of Tolleson (“Subrecipient”) and Maricopa County, administered by its Human Services Department, (“County”). The Subrecipient and County are collectively referred to here as the “Parties” and individually as a “Party.” The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it.

The County is the recipient of funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. The Parties wish to enter into this Agreement to complete the services identified in Section 3 Work Statement of this Agreement.

The parties agree to all rights and obligations of the Parties and shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
Section 2 – Special Provisions
Section 3 – Work Statement
Section 4 – Compensation
Section 5 – Attachments

The Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby authorized the undersigned to execute this Agreement on their behalf.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:	APPROVED BY:
THE CITY OF TOLLESON	MARICOPA COUNTY
Juan F. Rodriguez, Mayor Date	Thomas Galvin Date Chairman, Board of Supervisors
Attested to:	Attested to:
Crystal Zamora, City Clerk Date	Juanita Garza Date Clerk, Board of Supervisors
IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF TOLLESON UNDER THE LAWS OF THE STATE OF ARIZONA.	IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.
APPROVED AS TO FORM:	APPROVED AS TO FORM:
City Attorney Date	Deputy County Attorney Date

SECTION 1

GENERAL PROVISIONS

1.0 PURPOSE

The purpose of the Agreement is to support the City of Tolleson's redevelopment area which has a predominantly lower-income community and a prevalence of older single-family homes in substandard condition. The project will support decent housing and a suitable living environment. The Subrecipient shall provide the services identified in Section 3 (Work Statement), Paragraph 2.0 (Scope of Work). These activities meet CDBG program's National Objectives as defined in 24 CFR § 570.208.

2.0 TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Subrecipient is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Subrecipient in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S Department of Treasury or local regulations, policies or requirements.

6.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are incorporated by reference.

7.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or

Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

8.0 TERMINATION

8.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement.

8.2 Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

8.3 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

8.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

8.5 In accordance with 2 C.F.R. §§ 200.340, *et seq*., the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

8.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200.340. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

9.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

9.1 **Administrative Manual** means the Community Development Block Grant and Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.

9.2 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

9.3 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.

9.4 **CDAC** means the Community Development Advisory Committee, to act in an advisory capacity on matters concerning the Maricopa County Community Development Block Grant (CDBG) program, including funding recommendations, fair housing, and housing affordability issues affecting low/moderate-income people.

9.5 **Department** means the Maricopa County Human Services Department.

9.6 **Director** means the Director of the Maricopa County Human Services Department.

9.7 **Division** means Housing and Community Development Division of the Human Services Department.

9.8 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.

9.9 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.

9.10 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.

9.11 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.

9.12 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. § 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.

9.13 **Unique Entity identifier (UEI)** is the primary means of entity identification for Federal awards government-wide.

9.14 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

10.0 GENERAL REQUIREMENTS

10.1 The terms of this Agreement shall be construed in accordance with Arizona law and applicable Federal laws and regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

10.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

10.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.

10.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval, therefore.

10.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

11.0 ASSIGNMENT AND SUBCONTRACTING

11.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

11.2 In accordance with 2 C.F.R. § 200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient or a Subcontractor.

11.3 The Subcontractor's rate for the job shall not exceed that of the Subrecipient's rate, as bid in the pricing section, unless the Subrecipient is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Subrecipient, who in turn shall pass through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Subrecipient's invoice.

11.4 Subrecipient must ensure any Subaward recipient or subcontractor is compliant with all general federal grant requirements, including reporting requirements.

12.0 AVAILABILITY OF FUNDS

12.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.

12.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

13.0 BUDGET ADJUSTMENTS

13.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.

13.2 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order reviewed and fully executed by the Chairman of the Board of Supervisors and the Subrecipient's authorized Representative as defined in Section 1 (General Provisions), Paragraph 5.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

14.0 DISPUTES

14.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

14.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 14.1 above.

14.3 The Assistant Director shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.

14.4 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.

14.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

15.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

16.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

17.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq*.). The Subrecipient shall comply with 2 C.F.R. § 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in - compliance with the audit requirements.

18.0 AUDIT DISALLOWANCES

18.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

18.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

19.0 SUSPENSION OF WORK

The County may order the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subrecipient. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

20.0 STOP WORK ORDER

20.1 The County, at any time, by written order to the Subrecipient, require the Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 calendar days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Subrecipient, or within any extension of that period to which the Parties shall have agreed, the County shall either:

20.1.1 cancel the stop work order; or

20.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this Agreement.

20.2 The County may make an equitable adjustment in the delivery schedule and/or agreement price, and the agreement shall be modified, in writing, accordingly, if the Subrecipient demonstrates that the stop work order resulted in an increase in costs to the Subrecipient.

21.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

21.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

21.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.

21.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

21.3.1 Non-performance of any obligations required by this Agreement.

21.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
21.3.3 Unauthorized expenditure of funds.
21.3.4 Improper disposition of program income.
21.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.
21.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.

21.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
21.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
21.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
21.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
21.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
21.4.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

22.0 COMPETITIVE BID REQUIREMENTS

22.1 If the Subrecipient is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services, Subrecipient shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes in compliance with 2 C.F.R. § 200 subpart D §§ 200.318 Procurement Standards. Any procurement in violation of this provision shall be considered a financial audit exception.

22.2 Subrecipient’s own bidding procedures shall govern, as long as the procurement practices comport with federal law.

22.3 The Subrecipient shall maintain an accessible written procurement manual.

22.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

23.0 PROPERTY

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

23.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.

23.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

23.3 The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

24.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

25.0 RECIPROCAL INDEMNIFICATION

25.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

25.2 Subrecipient shall add an indemnity clause to all agreements with contractors receiving funds from this agreement requiring that contractor indemnity, defend and hold the County harmless and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "claims") either arising from or related to breach of the contract, but only to the extent such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

26.0 INSURANCE

26.1 The Subrecipient as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.

26.1.1 The Subrecipient shall ensure the Insurance thresholds are met:

26.1.1.1 Commercial Umbrella a limit of no less than $2,000,000 for each occurrence;

26.1.1.2 General Aggregate Limit $4,000,000; and

26.1.1.3 Workers' Compensation a limit of no less than $1,000,000 for each accident

26.2 Subcontractors**:** The Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies, or the Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

26.3 Approval**:** Any modification or variation of the insurance requirements in any agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal amendment.

27.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Agreement. The provision applies to work performed by Subcontractors at all tiers.

28.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S.§ 41-3531 and § 41-3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires the employees and members of the public shall have access to use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

30.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

32.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for inherently religious activities in accordance with 24 CFR 570.200(j).

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

36.0 CONFIDENTIAL INFORMATION

36.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the Subrecipient's obligation regarding such information.

36.2 The Subrecipient shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement, or as required by the Arizona Public Records Act. The Subrecipient's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the Subrecipient shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

36.3 Any requests to the Subrecipient for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

37.0 SAFEGUARDING OF PARTICIPANT INFORMATION

37.1 The Subrecipient shall observe and abide by all applicable State of Arizona and federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Subrecipient shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

37.2 The Subrecipient shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq*. The Department will advise the Subrecipient as to applicable policies and procedures adopted for such compliance.

37.3 The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

38.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

39.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

40.0 PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

41.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

41.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD and Maricopa County. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30 days' advance notice of any proposed on-site visit. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

41.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

41.2.1 Financial Management 2 C.F.R. § 200.302
41.2.2 Internal Controls 2 C.F.R. § 200.303
41.2.3 Bonds 2 C.F.R. § 200.304
41.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
41.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
41.2.6 Program Income 2 C.F.R. § 200.307
41.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
41.2.8 Period of Performance 2 C.F.R. § 200.309
41.2.9 Insurance Coverage 2 C.F.R. § 200.310
41.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
41.2.11 Procurement Standards 2 C.F.R. § 200.318
41.2.12 Indirect Costs 2 C.F.R. § 200.414
41.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
41.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

42.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

42.1 The Subrecipient shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

42.2 The Department may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

42.3 If the Department determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

43.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

44.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

45.0 GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may make appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodation for persons with disabilities.

46.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

46.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website: (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Subrecipient shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

46.2 The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts. Refer to Paragraph 21.0, (Default and Remedies for Noncompliance).

47.0 EQUAL EMPLOYMENT OPPORTUNITY

47.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

47.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

47.3 The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

47.4 The Subrecipient will post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.

47.5 The Subrecipient shall and shall cause its Subcontractors to comply with:

47.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

47.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
47.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
47.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
47.5.5 Arizona Executive Order 2009-09, as amended, *et seq*. which mandates that all persons shall have equal access to employment opportunities.

47.6 The Subrecipient shall include the above-listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions are binding and a requirement of this Agreement.

48.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

49.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq*.

50.0 FINANCIAL MANAGEMENT

50.1 The Subrecipient agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

50.2 The Subrecipient shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.

50.3 The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.

50.4 The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

51.0 RETENTION OF RECORDS

51.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the Subrecipient that are related to this Agreement.

51.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

52.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the County for the services not supported and documented.

53.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

53.1 By entering into the Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Subrecipient shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

53.2 The County retains the legal right to inspect Subrecipient and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 53.1 of this Section. Subrecipient and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, the County will consider this a material breach of the Subrecipient and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient.

54.0 DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

55.0 EMPLOYMENT DISCLAIMER

55.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

55.2 The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

55.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of the Subrecipient civil service, the Subrecipient retirement, or the Subrecipient personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect thereto.

56.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

56.1 The Subrecipient, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

56.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;

56.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

56.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 56.1.2 above; and

56.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

56.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

57.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

57.1 The Subrecipient agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

57.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition

Regulation. Documentation of such employee notification must be kept on file by the Subrecipient, and copies provided to County upon request; and

57.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 57.0, in all subcontracts over the simplified acquisition threshold ($250,000 as of June 2021).

58.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Subrecipient certifies it is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

59.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

60.0 FORCE MAJEURE

60.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

60.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

60.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

61.0 SYSTEM FOR AWARD MANAGEMENT

The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

62.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

62.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

62.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

62.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

62.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

62.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

63.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

SECTION 2

SPECIAL PROVISIONS

1.0 STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Subrecipient to the remedies provided in Section 1 (General Provisions), Paragraph 21.0, (Default and Remedies for Noncompliance).

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

2.1 This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement.

2.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

2.3 The Subrecipient shall comply with federal, state, and County requirements as they relate to the general federal grant requirements.

2.4 The Subrecipient shall ensure compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, incorporated herein by reference.

3.0 PROGRAM INCOME

3.1 All income received from project activities funded by this Agreement shall be considered program income and subject to the requirements set forth in HUD Program regulations per 24 CFR 570.504 (b)(2)(i), (ii) and (iii) and 570.504 (c). Program Income includes, but is not limited to:

3.1.1 sales/lease returns on investment; and

3.1.2 payments of principal and interest on loans.

3.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:

3.1.3 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;

3.1.4 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report; and

3.1.5 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.

3.2 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

4.0 AUDIT REQUIREMENTS

4.1 In accordance with A.R.S. § 9-481, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:

4.1.1 Audited financial statements prepared in accordance with federal single audit requirements; or

4.1.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or

4.1.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within thirty (30) calendar days after receipt, unless Subrecipient receives a written waiver of this requirement by the County.

6.0 ADMINISTRATIVE REQUIREMENTS

6.1 Accounting Standards - The Subrecipient agrees to comply and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

6.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.

6.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be accomplished any later than sixty (60) calendar days following the written determination of noncompliance by the County.

6.4 Documentation and Record Keeping - The Subrecipient shall comply with the following record keeping requirements:

6.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

6.4.1.1 Records providing a full description of each activity undertaken;

6.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;

6.4.1.3 Records required for determining the eligibility of activities;

6.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);

6.4.1.5 Records that demonstrate citizen participation;

6.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;

6.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;

6.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;

6.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and

6.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.

6.4.2 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.

6.4.3 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

6.4.4 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.

6.4.5 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

6.4.6 Beneficiary Data - The Subrecipient shall maintain the following Beneficiary data:

6.4.6.1 Quarterly progress reports and accomplishment data. Such data shall include, but not be limited to total number of beneficiaries, total Project labor hours and total number of Section 3 Project hours as described in Section 3 of the Work Statement, paragraph 2.0 Scope of Work in the Agreement.

6.4.7 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

6.4.8 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

6.4.9 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Maricopa County Human Services' Admin Manual –

Community Development. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.

6.4.10 Continuing Use Requirements - If the activity is in a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.

6.5 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements per 24 CFR 570 subpart K, and to gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

6.6 Subcontracts

6.6.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction Subcontracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.

6.6.2 UEI Number: All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management (SAM). Subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

6.6.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.

6.6.4 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701) - The Subrecipient shall include the “Section 3" clause in all Subcontracts and The Subrecipient shall take appropriate action should a Subcontractor be in violation of any HUD or County regulations. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 75 Subpart C.

6.6.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

6.6.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

7.0 POLICY/ADMINISTRATIVE MANUALS USE

By executing this Agreement, the Subrecipient acknowledges receipt of and agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual, dated September 20, 2017, as may be revised.

8.0 ENVIRONMENTAL CONDITIONS

8.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

8.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.

8.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

8.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.

8.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

8.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

8.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.

8.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)

8.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or places included on any state or local historic property inventory or any archaeological findings.

8.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

9.0 TIMELY IMPLEMENTATION

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit to the Assistant Director or their designee a written statement to CDAC describing the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind schedule. In addition, the Subrecipient must present a corrective action plan that ensures timely implementation, as provided for in the Administrative Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

10.0 ACTIVITY COMPLETION

Upon the final payment to the Subrecipient by the County, the activity shall be considered complete. Upon completion of the Work Statement, all unspent CDBG resources shall be returned to the CDBG unprogrammed funds account. The Subrecipient shall continue to be responsible for compliance activities for the life of the assisted activity. The close-out letter generated by the County shall detail these responsibilities and shall be sent to the Subrecipient. The Subrecipient agrees to comply with the stipulations in the close-out letter that addresses responsibilities after the close of an activity.

11.0 REVERSION OF ASSETS

Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa County Community Development Advisory Committee (CDAC), may reallocate any unencumbered funds per the CDAC Policy Manual as written in Special Provisions, Paragraph 7.0 (Policy/Administrative Manuals Use). A written letter to de-obligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

12.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2022

The Subrecipient must comply with VAWA 2022, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The subrecipient must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

13.0 BUY AMERICA PREFERENCE

The Subrecipient agrees that iron and steel products, manufactured products, and construction materials used in this project comply with the Build America, Buy America (BABA) Act requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 177-58.

14.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

14.1 The Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to the Annual Action Plan and Certifications, with respect to this Agreement. The Subrecipient shall hold County harmless and indemnify it against any damage or other liability which County may incur with respect to HUD as a result of any failure on the part of Subrecipient to comply with the requirements of any such obligation. The Subrecipient shall be obligated to the requirements of this Agreement including the subparagraphs of this paragraph 14.1 and Section 5 Attachments, which include 1) Equal Employment Opportunity Certification (Attachment 1), 2) Certification for a Drug-Free Workplace (Attachment 2), 3) Certification of Payments to Influence Federal Transactions (Attachment 3), and 4) Program Specific CDBG Certifications (Attachment 4).

14.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);

14.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);

14.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 104 and 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights; the requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;

14.1.4 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;

14.1.5 Fair Housing Amendments Act of 1988;

14.1.6 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987, and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;

14.1.7 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157); The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);

14.1.8 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);

14.1.9 Executive Order 11246 of September 24, 1966, and the regulations issued pursuant thereto (41 C.F.R. Chapter 60), 24 CFR 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the HCDA are still applicable relating to nondiscrimination in employment and contracting opportunities;

14.1.10 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq); the Copeland "Anti-Kickback" Act (18 U.S.C. 874, et seq; 40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c; and implementing regulations of the U.S. Department of Labor at 29 C.F.R. 5) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;

14.1.11 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and

14.1.12 The Drug-Free Workplace Act of 1988 as it applies to this activity.

14.2 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.

14.3 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of

14.3.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and

14.3.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Subrecipients that are non-profits shall comply with the requirements and standards of:

14.3.2.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,

14.3.2.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and

14.3.2.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.

14.3.3 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.

14.3.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

14.3.5 The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 3

WORK STATEMENT

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:

1.1.1. This Work Statement in accordance with the terms of the 2025-2030 Five-Year Consolidated Plan,

1.1.2. The 2025-2026 Action Plan submitted by the County to HUD for funds to carry out the activity,

1.1.3. The Subrecipient's application for funding, as approved by the Board of Supervisors,

1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with

1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

2.1 Project Description: Provide home repair or rehabilitation services to approximately 8 eligible owner-occupied housing units. This project is an ongoing effort to improve housing conditions within the City's Redevelopment Area. This housing rehabilitation project will eliminate or alleviate health and safety threats to the people residing in the homes that are repaired or rehabilitated. The long-term benefits of these home repairs can include better general health, decreased exposure to toxins, lower risk of falls, lower utility bills, and less financial strain on the family.

2.2 Project Purpose: The City of Tolleson is a predominantly lower-income community and its redevelopment area has a prevalence of older single-family homes in substandard condition. The project will support decent housing and a suitable living environment.

2.3 Project Beneficiaries: Work includes addressing hazardous materials like lead based paint and asbestos; repairing/replacing air conditioning/heating, plumbing, electrical, roofing or other systems affecting the home's habitability; providing accessibility (especially in bathrooms and home entrances); and replacing windows, doors, and flooring.

2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the project. The County reserves the right to review the qualifications of new staff committed to the project after the execution of this Agreement.

2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov. Subrecipients and Subcontractors will not receive a subaward until that entity has provided its Unique Entity Identifier (UEI) number.

3.0 IMPLEMENTATION SCHEDULE

Activity	Duration	Start	End
Income Qualify/Prepare ERRs	Ongoing	November 1, 2025	August 1, 2027
Rehab/Repair Units 1-4	334 Days	November 1, 2025	October 1, 2026
Rehab/Repair Units 5-8	335 Days	October 1, 2026	September 1, 2027
Closeout	30 Days	September 1, 2027	October 1, 2027

4.0 NOTICES

For Maricopa County Human Services Department:
Jamie Macfarlane
Assistant Director, Housing and Community Development Division
602-506-5813
jamie.macfarlane@maricopa.gov
234 N. Central Avenue, 3rd Floor
Phoenix, Arizona 85004

For the City of Tolleson:
Noel Schaus
Revitalization Manager
623-936-2728
noel.schaus@tolleson.az.gov
9055 W. Van Buren
Tolleson, AZ 85353

4.1 Unless otherwise noted, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed above.

4.2 The Subrecipient is required to notify the County, in writing, within fifteen (15) calendar days, after any changes in the following occur:
- 4.2.1 Subrecipient or Agency authorized signatory;
- 4.2.2 Subrecipient or Agency address, phone, fax, or email addresses;
- 4.2.3 Person to whom Agreement notices should be sent.
- 4.2.4 Key Personnel as assigned to the activities in Section 3 (Work Statement).

5.0 BUDGET

5.1

Activity	Budget	Program Year	Fiscal Year
Owner-Occupied Housing Rehabilitation	**$425,000.00**	**PY2025**	**FY2026**
Total	**$425,000.00**		

5.2 The County shall provide an amount not-to-exceed Four Hundred Twenty Five Thousand Dollars ($425,000.00) subject to the terms of this Agreement and availability of funds. Funding is provided under ALN 14.218 U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for Program Year 2025. This Agreement amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

SECTION 4

COMPENSATION

1.0 COMPENSATION

1.1 The County shall provide financial assistance in an amount not to exceed the amount listed on page 1 of this Agreement and subject to the terms of this Agreement and availability of funds.

1.2 The County shall reimburse the Subrecipient on a net "0" payments standard.

2.0 METHOD OF PAYMENT

2.1 The Subrecipient agrees to submit at a minimum one (1) quarterly reimbursement request to County after issuance of the final notice to proceed with construction. County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by back up documentation such as:

2.1.1 invoices and copies of checks showing payment of invoices and/or

2.1.2 timesheets showing hours worked on eligible activities.

2.2 The Subrecipient shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.

2.3 All requests for reimbursement shall be submitted to: HSDFINANCE@MARICOPA.GOV.

2.4 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof.

2.5 Funds not expended in implementing this CDBG activity or upon completion of the Work Statement activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

2.6 The Subrecipient shall comply with all requirements under 2 C.F.R. 200.415, incorporated herein by reference

2.7 The County shall reimburse the Subrecipient on a net zero (0) payments standard

3.0 TIMELINESS

The Subrecipient will submit Requests for Reimbursements to the County at least quarterly, provided Subrecipient has expended at least $1,000.

4.0 DISALLOWED COSTS

4.1 The cost principles set forth in 2 C.F.R. § 200 as applicable, and the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter e, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.

4.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

5.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

5.1 Upon termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.

5.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

5.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10.

5.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

SECTION 5

ATTACHMENTS

ATTACHMENT 1

Equal Employment Opportunity Certification
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029 (exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

form HUD-92010 (3/2006)
VA form 26-421

ATTACHMENT 2

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance**. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date
X	

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 3

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Title

Signature Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT 4
Specific CDBG Certifications

The Subrecipient certifies that:

Citizen Participation -- It is in full compliance and following a detailed Citizen Participation Plan that satisfies the requirements of 24 C.F.R. § 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 C.F.R. Parts 91 and 570.)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities that the Subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2021, 2022, and 2023 (a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. Special Assessments. It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Fair Housing Act (42 U.S.C. §§ 3601-3619) and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

Compliance with Laws -- It shall comply with applicable laws.

______________________________ ______________________
Signature/Authorized Town Official Date

______________________________ ______________________
Printed/Typed Name Title

____
Subrecipient Name

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2623 - Purchase of Property
MEETING DATE: October 14, 2025

TO: Mayor and Council
FROM: Jason Earp, Development Services Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Development Services Department is requesting approval of Resolution No. 2623, authorizing the acquisition of real property located at the northeast corner of 93rd Avenue and Van Buren Street (Maricopa County Assessor's Parcel No. 102-49-032) for public purposes.

BACKGROUND:
As part of the City's continued efforts to support community growth, redevelopment, and infrastructure expansion, staff identified the property located at the northeast corner of 93rd Avenue and Van Buren Street as a strategic acquisition for future public use. This parcel provides a key location within the city's core area and supports potential projects that benefit the community.

The property is currently owned by Magdalena Rubio. The total purchase price shall not exceed $370,000, plus acquisition and closing costs, representing fair market value as determined by staff analysis and comparable property assessments.

DISCUSSION:
The acquisition aligns with the City's strategic plan and long-term development objectives, ensuring available land for future public facilities or community use. The Development Services Department evaluated alternative sites and determined this parcel provides the greatest public benefit with minimal private impact.

This Resolution authorizes the Mayor, City Manager, and City Attorney to proceed with acquiring title to the property by purchase, donation, or eminent domain if necessary, and to execute all documents required to complete the transaction.

BUDGET IMPACT:
Funds for the property acquisition and associated closing costs are available in the approved FY 2025-2026 Capital Improvement Plan (CIP) under Development Services land acquisition allocations.

RECOMMENDATION:
Staff recommends approval of Resolution No. 2623, authorizing the acquisition of real property located at the northeast corner of 93rd Avenue and Van Buren Street (APN 102-49-032) for public purposes.

ATTACHMENTS:

1. Res 2623 Authorization of Acquisition of Real Property, APN 102-49-032, for Public Use - Magdalena Rubio 10 14 25
2. Res 2623 Exhibit - Rubio 102-49-032 Special Warranty Deed

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

RESOLUTION NO. 2623

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE CITY FOR PUBLIC PURPOSES, AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO ACQUIRE TITLE TO MARICOPA COUNTY ASSESSOR'S PARCEL NO. 102-49-032 LOCATED AT THE NORTHEAST CORNER OF 93RD AVENUE AND VAN BUREN STREET, TOLLESON, ARIZONA, ON BEHALF OF THE CITY BY PURCHASE FOR AN AMOUNT NOT TO EXCEED $370,000, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the City of Tolleson requires the acquisition of certain real property, described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Council of the City of Tolleson finds that acquisition of the property described is necessary for public purposes, and it is in the public interest to acquire such property, and

WHEREAS, the Council of the City of Tolleson has considered alternatives available to it, has balanced the public good and the private injury resulting from the acquisition of the property, and has determined that locating the public improvements on the property results in the greatest public good and the least private injury.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA:

Section 1. That the Mayor, City Manager and City Attorney are hereby authorized and directed to acquire title to and possession of the real property described in Exhibit A by donation, eminent domain or purchase for an amount not to exceed fair market value up to and including $370,000, plus acquisition and closing costs; and

Section 2. The Mayor, City Manager, City Engineer, City Clerk and City Attorney are hereby authorized to perform all acts necessary to acquire said property and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of October, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2623

[Purchase Agreement]

See following pages.

REAL ESTATE PURCHASE CONTRACT

The parties to this Real Estate Purchase Contract (the "Contract") are Magdalena Rubio, a single woman (hereinafter "Seller") and the City of Tolleson, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"). The Seller agrees to sell and the Buyer agrees to purchase certain real property under the terms and conditions set forth below:

1. LEGAL DESCRIPTION

The Property to be conveyed by the Seller to the Buyer under this Contract is legally described in Exhibit A, attached hereto and made a part hereof.

2. PURCHASE PRICE

The total purchase price for the Property is $370,000.00 to be paid by the Buyer to the Seller through Pioneer Title Agency located at 1550 East Missouri Avenue, Phoenix, Arizona 85014, 602-328-8925, with Jennifer Siverio serving as Escrow Agent, upon close of escrow.

3. BROKERAGE COMMISSION

The Seller is represented by Michael Valdez of Westgate Homes Realty. Seller is solely responsible for compensating costs contained within any agreements with Westgate Homes Realty, and hereby agrees to indemnify the Buyer against any claim for commission (including all costs and attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

4. RISK OF LOSS

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow. Seller shall indemnify and hold Buyer harmless for all such loss, damage, liability, fees or costs of any kind whatsoever, except those caused by the Buyer. This indemnity shall survive termination of this Contract.

5. TITLE INSURANCE; CLOSING COSTS AND PRORATIONS

5.1 Buyer will pay all escrow fees, except outstanding real property taxes, assessments, liens or judgments, related to the sale of the Property and any real estate brokerage fees owed by Seller. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the purchase price and naming Buyer as the insured. Buyer shall bear the cost of such title policy. The Seller shall be responsible for all property taxes and assessments levied and due against the Property up to the date of closing. The Buyer shall be responsible for all taxes and assessments levied against the Property after the closing date. Real property taxes for the year in which Close of Escrow occurs that are payable by Owner shall be prorated based upon the latest tax information available, and there shall be no post-Closing reconciliation between the parties of any such prorations.

5.2 Seller shall be responsible for any recorded liens or judgments and all property taxes and assessments levied and due against the Property prior to closing. Buyer shall be responsible for all taxes and assessments levied against the Property after the closing date. Real property taxes for the year in which close of escrow occurs and that are payable by Seller shall be prorated at close of escrow between the parties based upon the latest tax information available.

5.3 All of the above-referenced costs that are the responsibility of the Buyer shall be paid into escrow on or before the Close of Escrow in addition to the purchase price. All costs that are the responsibility of the Seller as referenced above shall be paid from the proceeds of the sale price to which the Seller is entitled.

6. TITLE WARRANTY

Fee Simple absolute title to the Property shall be transferred by the Seller to the Buyer at the Close of Escrow by Special Warranty Deed, which shall include conveyance of all surface and ground water rights related to the Property. Buyer is obligated to accept title to the Property at Close of Escrow only if (1) the Property is free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances; and (2) the Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until Close of Escrow to file its objections to the condition of title.

7. INVESTIGATIONS

Buyer shall have until Close of Escrow to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Property.

8. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

8.1. Except as reflected in the preliminary title report at the time of execution of the Contract, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Contract.

8.2. Seller owns the Property in fee simple absolute, subject only to the matters reflected in the preliminary title report.

8.3. There is no pending or threatened condemnation or similar proceeding affecting any part of the Property, and Seller has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

8.4. No work has been performed or is in progress at the Property and no materials have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against any part of the Property.

8.5. Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

8.6. There are no parties in adverse possession of the Property; there are no parties in possession of the Property except Seller; and no party has been granted any license, lease, or other right relating to the use of possession of the Property.

8.7. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Property.

8.8. There is no default, nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease, or other instrument which relates to the Property or which affects the Property in any manner whatsoever.

8.9. There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.

8.10. There are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the Property. Seller has not received notices from any insurance companies, governmental agencies, or any other person with respect to violations concerning the Property. If any notices of violations are received prior to Close of Escrow, Seller shall immediately submit copies to Buyer and Buyer's review and acceptance shall be a condition precedent to Close of Escrow.

8.11. Seller will not at any time prior to Close of Escrow grant to any person an interest in the Property.

9. <u>OPENING OF ESCROW/CLOSE OF ESCROW</u>

Opening of Escrow is defined to be the date that this Contract, signed by both parties, is delivered to the Title Officer. Close of Escrow shall occur on or before 45 days from opening of

Escrow provided any and all lender releases and/or consents have been obtained by Title. Close of Escrow will be at the offices of the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the Property shall be transferred from the Seller to the Buyer. Any monetary encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

10. <u>EMINENT DOMAIN/CONDEMNATION</u>

Should, for any reason, all or any portion of the Property be purchased prior to Close of Escrow by any government entity by eminent domain or condemnation, any proceeds from such transaction shall belong solely to the Seller. Upon condemnation of all or any portion of the Property, Seller shall be responsible to pay all escrow costs and fees related to this Contract and all rights and obligations of the parties under this Contract shall terminate.

11. <u>USE OF SUBJECT PROPERTY</u>

Seller shall have the exclusive right to use the Property until Close of Escrow. Seller agrees to maintain the Property through Close of Escrow in the same condition the Property exists at the execution of this Contract. Seller shall not remove any fixtures or improvements from the Property unless otherwise agreed to by the Buyer in writing. The Buyer does not have any right to use or enter upon the Property until completion of the Close of Escrow and transfer of title, unless otherwise agreed to by the Seller.

12. <u>RIGHT TO ENCUMBER</u>

As referenced above, the Property is to be free and clear of all liens and encumbrances at the time of transfer of title from the Seller to the Buyer. The Seller shall not voluntarily encumber the Property after execution of this Contract. Seller agrees that all encumbrances existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale.

13. <u>ENVIRONMENTAL LIABILITY</u>

13.1 Neither Seller nor, to the Seller's knowledge, any other person ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under, or at the Property or any part thereof or from the Property or any part thereof into the atmosphere or any watercourse, body of water, or wetlands and neither the Property nor any part thereof has ever been used (by Seller or, to the best of Seller's knowledge, by Seller's predecessors, or by any other person) as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. For purposes of this Contract, "Hazardous Material" means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act; any so-called "Superfund" or "Superlien" law; the Toxic Substances Control Act; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect; and asbestos or any substance or compound containing asbestos, PCB's, or any other hazardous, toxic, or dangerous waste, substance, or material. Seller has not, nor to Seller's knowledge have Seller's predecessors or any other person installed any underground tanks.

13.2 Seller hereby indemnifies Buyer and agrees to pay, defend, and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever, including reasonable attorneys' fees paid, incurred or suffered by, or asserted against, Buyer for, with respect to, or as a direct or indirect result of, the placement of any Hazardous Material on the Property by Seller, or an agent or employee of Seller, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Property into or upon any land, the atmosphere, or any watercourse, body of water, or wetland of any Hazardous Material placed on the Property by Seller or an agent or employee of Seller, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material which occurred because of the actions of Seller or any agent or employee of Seller while Seller owned the Property.

13.3 If the Property is found to contain hazardous wastes or substances in quantities unacceptable to the Buyer, or underground storage tanks requiring removal or abatement as may be determined by subsequent reports or inspection by independent experts hired by the Buyer, the Buyer has the right to terminate or rescind this Contract. However, all indemnifications shall survive termination or rescission of the Contract.

14. ASSIGNABILITY

Neither the Seller nor the Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

15. DEFAULT

15.1 Default by Seller: All provisions of this Contract are hereby deemed to be material. The Buyer shall have all rights and remedies available to it under Arizona law. Should the Seller breach any of the provisions under this Contract, Buyer shall immediately be entitled to the return of all amounts it paid pursuant to the Contract, to terminate the Contract, and to damages and to specific performance by Seller. Should Seller breach any provision of this Contract, the terms of this Contract shall not in any way be construed as a waiver of the Buyer's rights, as a municipal corporation, to obtain the Property by condemnation or eminent domain should the Seller fail to perform their obligations under this Contract.

15.2 Default by Buyer: All provisions of this Contract are hereby deemed to be material. The parties agree that Seller's remedies for Buyer's breach of this Contract shall be such rights and remedies available to them under Arizona law.

15.3 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

15.4 The prevailing party shall be entitled to an award of all costs and attorneys' fees incurred should legal action be necessary by either party to enforce the terms of this Contract.

16. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Property and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

17. MODIFICATION

The terms of this Contract may only be modified upon written approval of all parties to this Contract.

18. SEVERABILITY

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

19. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

20. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Pierce Coleman PLLC, have rendered legal or other advice to Seller regarding sale of the subject property or the specific terms of this Purchase Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that they have taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, the ambiguity in this Contract shall not be construed against either party.

21. CONFLICT OF INTEREST

The Seller recognizes that the Buyer is a political subdivision of the State of Arizona. Pursuant to A.R.S. § 38-511, the Buyer may cancel this Agreement within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of the Seller in any capacity or a consultant to the Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by the Buyer to the Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by the Buyer to the Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, the Seller shall return to the Buyer all moneys paid by the Buyer under this Contract. Additionally, Seller shall be responsibility for payment of all escrow fees. Buyer shall convey back the Property to the Seller.

22. AUTHORITY TO EXECUTE

The Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of the Seller and Buyer. This Contract may be executed in several counterparts which together shall constitute an original.

23. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Magdalena Rubio
9117 West Van Buren Street
Tolleson, Arizona 85353

Buyer:

City Manager
City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353

With a copy to:

City Attorney
City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353

ACCEPTED BY: DATE:__________________, 2025

SELLER:

____
Magdalena Rubio

BUYER:
CITY OF TOLLESON, ARIZONA
a municipal corporation

By____________________________
City Manager

APPROVED AS TO FORM:

By ______________________________
Justin Pierce
Pierce Coleman PLLC, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Maricopa County Parcel No. 102-49-032

Lot 12, Block 2, BADEN SUBDIVISION, according to the plat of record in the office of the Maricopa County Recorder, Arizona, in Book 17 of Maps, page 20.

When Recorded Return to:
City of Tolleson
c/o City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

Exempt pursuant to A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of ten dollars ($10.00), and other valuable considerations, Magdalena Rubio, a single woman ("Grantor"), does hereby convey to City of Tolleson, an Arizona municipal corporation, located at 9055 West Van Buren Street, Tolleson, Arizona 85353 ("Grantee"), the following real property situated in the County of Maricopa, State of Arizona:

> Maricopa County Parcel No. 102-49-032.
>
> Lot 12, Block 2, BADEN SUBDIVISION, according to the plat of record in the office of the Maricopa County Recorder, Arizona, in Book 17 of Maps, page 20.

SUBJECT TO current taxes and assessments; patent reservations; all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record or to which reference is made in the public record; any and all conditions, shortages in area, overlaps, conflicts in boundary lines, easements, encroachments, rights-of way, rights or claims, or restrictions not shown by the public records which would be disclosed by a physical inspection, or which an accurate survey of the Property would reveal; unpatented mining claims; and the applicable zoning and use ordinances, regulations, zoning codes and the like of any municipality, county, state, or the United States affecting the Property as same now exist and as may hereafter be established or amended.

Grantor hereby binds itself and its successors to warrant and defend title to the Property against the acts of Grantor and none other, subject to the matters set forth above.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

Dated this ____day of ____________, 2025.

GRANTOR:

By: ____
Magdalena Rubio

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of ____________, 2025, before me, the undersigned Notary Public, personally appeared Magdalena Rubio, a single woman, being so authorized to execute, who executed and acknowledged the foregoing instrument for purposes therein contained and whose identity was proven to me on the basis of satisfactory evidence to be the person who they claims to be and acknowledged that she signed the Special Warranty Deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:

ACCEPTED BY:
CITY OF TOLLESON, ARIZONA,
a municipal corporation

By: _________________________________ ___________________
Reyes Medrano, Jr., City Manager Date

CITY COUNCIL REPORT

SUBJECT: Tolleson Alliance Against Substance Abuse (TAASA) Board of Directors appointments
MEETING DATE: October 14, 2025

TO: Mayor and Council
FROM: Pilar Sinawi, Deputy City Manager/Chief Government Affairs Officer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
Consideration and approval of the initial Tolleson Alliance Against Substance Abuse (TAASA) Board of Directors appointments. Initial appointments will be staggered to establish continuity, with Group A serving initial one-year terms and Group B serving initial two-year terms. Thereafter, all terms will be for two years with no term limits.

BACKGROUND:
TAASA was created to unite community leaders, residents, businesses, educators, and health professionals in addressing substance abuse prevention, intervention, and education. The Board of Directors will play a critical role in setting the mission, vision, and goals of this new nonprofit and ensuring it reflects the needs of our community.

DISCUSSION:
Group A:
• 1 member of the Tolleson City Council: Chair of the Board - Vice Mayor Jimmy Davis
• 1 member of the business community: Wendi Sears, Chief Nursing Officer at Banner Estrella
• 1 health and/or health services professional: Marlena Pina, Homeless Services Coordinator at City of Avondale
• 1 educational professional: Dr. Kino Flores
Group B:
• 1 member of the Tolleson City Council: Vice Chair of the Board - Council Member Adolfo Gámez
• 2 Tolleson community representatives: Planning and Zoning Commissioners Miriam Segura and Joe Cortina

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council approve the initial Tolleson Alliance Against Substance Abuse (TAASA) Board of Directors appointments.

ATTACHMENTS:
1. Marlena Piña Biography
2. Miriam Segura Biography
3. Joe Cortina Biography

Marlena Piña is a passionate advocate for individuals and families navigating crisis, homelessness, and behavioral health challenges. With over 20 years of experience in human services, she has dedicated her career to creating pathways toward stability, healing, and hope for those who need it most.

In her current role with the City of Avondale, Marlena leads community coordination on homelessness — work that often involves addressing the deep-rooted impacts of substance use and mental health. Her approach is grounded in compassion, dignity, and a firm belief that everyone deserves access to the support and resources necessary for recovery and long-term wellness.

Her previous leadership roles at UMOM and The Salvation Army centered on crisis shelter operations and family stabilization programs, where she worked closely with addiction recovery providers, behavioral health teams, and community partners to ensure holistic, client-centered care.

Marlena has served on regional boards focused on emergency food, shelter, and human services development, helping shape policies that prioritize prevention, equity, and recovery. She brings not only expertise, but also heart — a deep-rooted commitment to creating safer, healthier communities through collaborative and compassionate service.

Miriam Segura has proudly served as a City Commissioner since January 2025, bringing more than 20 years of experience in social services and a strong commitment to community well-being. As a licensed Clinical Social Worker (LCSW), Miriam works independently as a Mental Health Clinician, supporting individuals and families through counseling and advocacy.

She holds a Master's Degree in Social Work and dual bachelor's degrees: a Bachelor of Arts in Psychology and a Bachelor of Science in Family Resources and Human Development with an emphasis in Child Development. Fluent in Spanish, Miriam is able to connect deeply with diverse members of the community and is a passionate advocate for mental health and family services.

Throughout her career, Miriam has focused on empowering women, children, and families, particularly in healthcare and community-based settings. Her dedication to serving vulnerable populations is evident in both her professional work and her volunteer commitments.

Miriam is an active community member and volunteer. She has participated in Habitat for Humanity's Women Build program and led a team in the Walk to End Domestic Violence. At her church, she currently serves as Music Director and Youth Sunday School Teacher, continuing her commitment to mentorship and service.

A proud Tolleson resident since 2001, Miriam enjoys gardening, singing, and championing community initiatives that support families, the environment, and overall well-being.

Joe R. Cortina brings decades of experience and a deep connection to the Tolleson community in his first term as a Planning and Zoning Commissioner. A lifelong resident, Joe has lived in Tolleson for over 50 years, with his family rooted in the community for more than 60 years.

Currently employed at Tolleson Elementary School, Joe has served in this role for the past two and a half years. He retired from the Maricopa County Adult Probation Office, where he dedicated nearly 30 years to public service and specialized in criminal background investigations. He is a proud graduate of Tolleson Union High School and attended a professional development program at Northern Arizona University.

Joe has coached Little League baseball and is a first-time volunteer with the City of Tolleson. His decision to serve on the Planning and Zoning Commission comes from a desire to have a voice in shaping the future of Tolleson. His goal is to contribute to the city's beauty, growth, and thoughtful development.

Married for 27 years and a proud father of four boys, Joe is committed to helping ensure that Tolleson continues to be a great place for future generations.